

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEASE

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §**

WHEREAS, PMC Asset Holding, LLC, a Delaware limited liability company whose address is 17950 Preston Road, Suite 600, Dallas, Texas 75252 ("PMC Asset") executed that certain Oil, Gas and Mineral Lease dated January 18, 2007 (the "Lease"), unto Dale Property Services, LLC, which is recorded by Memorandum of Oil and Gas Lease in Document No. D207025149 of the Official Records of Tarrant County, Texas, and

WHEREAS Dale Property Services, LLC, assigned the Lease to Chesapeake Exploration Limited Partnership by assignment recorded as Document No. D207131206 of the Official Records of Tarrant County, Texas; and

WHEREAS, Chesapeake Exploration Limited Partnership partially assigned the Lease under that certain Partial Assignment and Bill of Sale by and between Chesapeake Exploration Limited Partnership, as assignor, and Parallel, L.P. the predecessor in interest to Parallel Petroleum Corporation, a Delaware corporation, and Wes-Tex Drilling Company, L.P., a Texas limited partnership, as assignee, recorded as Document No. D207227193 of the Official Records of Tarrant County, Texas covering lands more specifically described therein; and,

WHEREAS, Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, is the successor in interest to Chesapeake Exploration Limited Partnership; and

WHEREAS, PMC Asset assigned all rights in the mineral interest in the lands subject to the Lease to PMC Funding Corp., a Florida corporation whose mailing address is 17950 Preston Road, Suite 600, Dallas, Texas 75252 ("Lessor") under that certain Mineral Deed dated April 24, 2007 filed as Document No. 207146193 of the Official Public Records of Tarrant County, Texas; and

WHEREAS, Lessor and Chesapeake Exploration, L.L.C., Parallel Petroleum Corporation, and Wes-Tex Drilling Company, L.P. (collectively "Lessee") now desire to amend the Lease to provide for a primary term of 25 months in lieu of a primary term of 24 months as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby amend the paragraph 2 of said Lease to read as follows:

"2. This is a Paid Up Lease. Subject to the other provisions contained herein, this lease shall remain in force for a term of twenty-five (25) months from the date shown above, hereafter called the "Primary Term" and as long thereafter as oil or gas is produced from the Leased Premises or operations are conducted thereon as herein provided."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration,

Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.


The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

This instrument may be executed in counterparts and each of which as so executed shall be given the effect of the execution of the original instrument. If the counterparts of this instrument are executed, the signatures and acknowledgments of the parties, as affixed hereto, may be combined in, and treated and given effect for all purposes as a single instrument.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 1st day of December, 2008 (the "Effective Date"), regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor or the Lessee herein.

LESSOR:

PMC Funding Corp.
a Florida corporation


By: Lance B. Rose
As: President & CEO

LESSEE:

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

By: _____
Henry J. Hood
Senior Vice President – Land and Legal
& General Counsel

LESSEE:

Parallel Petroleum Corporation
a Delaware corporation

By: John S. Rutherford
As: Vice President

LESSEE:

Wes-Tex Drilling Company, L.P.
a Texas limited partnership

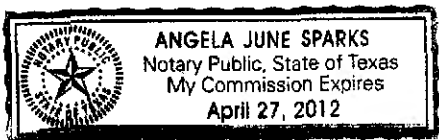
By: Wes-Tex Holdings, LLC
General Partner

By: David Morris
As: Vice President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on this the 12th day of January, 2009,
by LANCE B. ROSEMORE, President of PMC Funding Corp., a Florida
corporation, on behalf said corporation.



(Stamp/Printed Name of Notary
and Date Commission Expires)

Notary Public, State of Texas
Angela J. Sparks
Printed Name

THE STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the _____ day of January, 2009,
by Henry J. Hood, Senior Vice President – Land and Legal & General Counsel of
Chesapeake Exploration, L.L.C., an Oklahoma limited liability company on behalf of said
company.

Notary Public, State of Texas

(Stamp/Printed Name of Notary
and Date Commission Expires)

Printed Name

Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

This instrument may be executed in counterparts and each of which as so executed shall be given the effect of the execution of the original instrument. If the counterparts of this instrument are executed, the signatures and acknowledgments of the parties, as affixed hereto, may be combined in, and treated and given effect for all purposes as a single instrument.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 1st day of December, 2008 (the "Effective Date"), regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor or the Lessee herein.

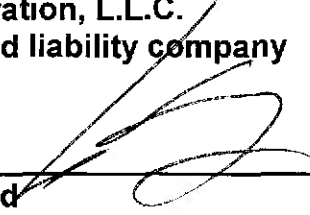

LESSOR:

PMC Funding Corp.
a Florida corporation

By: _____
As: _____

LESSEE:

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

By: _____  
Henry J. Hood
Senior Vice President – Land and Legal
& General Counsel

LESSEE:

Parallel Petroleum Corporation
a Delaware corporation

By: _____
As: **John S. Rutherford**
Vice President

LESSEE:

Wes-Tex Drilling Company, L.P.
a Texas limited partnership

By: Wes-Tex Holdings, LLC
General Partner

By: David Morris
As: Vice President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of January, 2009,
by _____ of PMC Funding Corp., a Florida
corporation, on behalf said corporation.

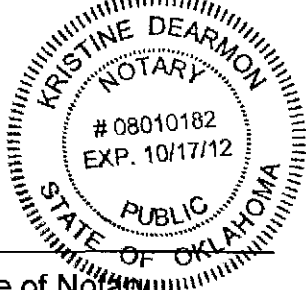
Notary Public, State of Texas

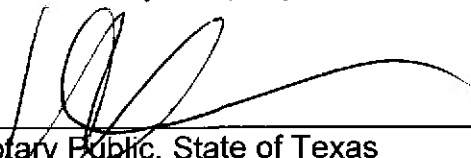
(Stamp/Printed Name of Notary
and Date Commission Expires)

Printed Name

THE STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the 14 day of January, 2009,
by Henry J. Hood, Senior Vice President – Land and Legal & General Counsel of
Chesapeake Exploration, L.L.C., an Oklahoma limited liability company on behalf of said
company.





Notary Public, State of Texas

(Stamp/Printed Name of Notary
and Date Commission Expires)

Printed Name

Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

This instrument may be executed in counterparts and each of which as so executed shall be given the effect of the execution of the original instrument. If the counterparts of this instrument are executed, the signatures and acknowledgments of the parties, as affixed hereto, may be combined in, and treated and given effect for all purposes as a single instrument.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 1st day of December, 2008 (the "Effective Date"), regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor or the Lessee herein.

LESSOR:

PMC Funding Corp.
a Florida corporation

By: _____
As: _____

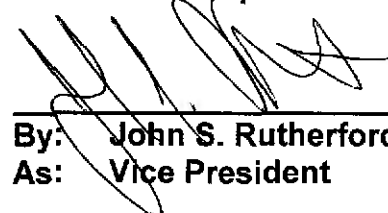
LESSEE:

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

By: _____
Henry J. Hood
Senior Vice President – Land and Legal
& General Counsel

LESSEE:

Parallel Petroleum Corporation
a Delaware corporation

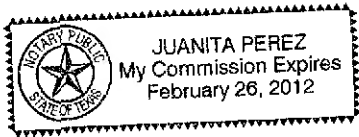

By: _____
John S. Rutherford
As: Vice President

THE STATE OF TEXAS

§
§
§

COUNTY OF MIDLAND

This instrument was acknowledged before me on this the 13th day of January, 2009, by John S. Rutherford, Vice President of Parallel Petroleum Corporation, a Delaware corporation, on behalf of said corporation.



Juanita Perez
Notary Public, State of Texas

(Stamp/Printed Name of Notary
and Date Commission Expires)

Juanita Perez
Printed Name

THE STATE OF TEXAS

§
§
§

COUNTY OF TAYLOR

This instrument was acknowledged before me on this the _____ day of January, 2009, by David Morris, Vice President of Wes-Tex Holdings, LLC, General Partner of Wes-Tex Drilling Company, LP, a Texas limited partnership, on behalf of said corporation

Notary Public, State of Texas

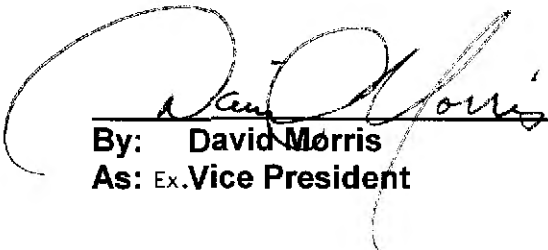
(Stamp/Printed Name of Notary
and Date Commission Expires)

Printed Name

LESSEE:

Wes-Tex Drilling Company, L.P.
a Texas limited partnership

By: Wes-Tex Holdings, LLC
General Partner


By: David Morris
As: Ex. Vice President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of January, 2009,
by _____, _____ of PMC Funding Corp., a Florida
corporation, on behalf said corporation.

Notary Public, State of Texas

(Stamp/Printed Name of Notary
and Date Commission Expires)

Printed Name

THE STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the _____ day of January, 2009,
by Henry J. Hood, Senior Vice President – Land and Legal & General Counsel of
Chesapeake Exploration, L.L.C., an Oklahoma limited liability company on behalf of said
company.

Notary Public, State of Texas

(Stamp/Printed Name of Notary
and Date Commission Expires)

Printed Name

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this the _____ day of January, 2009, by John S. Rutherford, Vice President of Parallel Petroleum Corporation, a Delaware corporation, on behalf of said corporation.

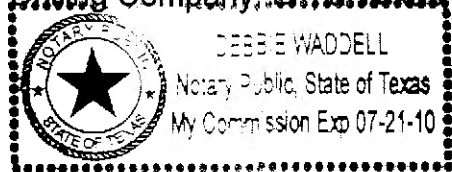
Notary Public, State of Texas

(Stamp/Printed Name of Notary
and Date Commission Expires)

Printed Name

THE STATE OF TEXAS §
 §
COUNTY OF TAYLOR §

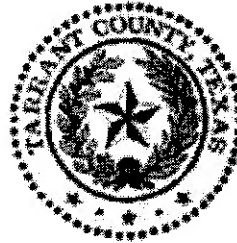
This instrument was acknowledged before me on this the 13th day of January, 2009, by David Morris^E, Vice President of Wes-Tex Holdings, LLC, General Partner of Wes-Tex Drilling Company, L.P., a Texas limited partnership, on behalf of said corporation



Debbie Waddell
Notary Public, State of Texas

(Stamp/Printed Name of Notary
and Date Commission Expires)

Printed Name



DALE RESOURCES
3000 ALTA MESA BLVD # 300

FT WORTH TX 76133

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 01/16/2009 02:44 PM
Instrument #: D209012695
OPR 10 PGS \$48.00

By: _____



D209012695

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: CA